

FILED

CLERK, U.S. DISTRICT COURT

06/12/2023CENTRAL DISTRICT OF CALIFORNIA
BY: DVE DEPUTY

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 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SARA JACQUELINE KING,

Defendant.

No. 8:23-cr-00079-DOC

PLEA AGREEMENT FOR DEFENDANT
SARA JACQUELINE KING

1. This constitutes the plea agreement between SARA JACQUELINE KING ("defendant") and the United States Attorney's Office for the Central District of California ("the USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a two-count information charging

defendant with wire fraud, in violation of 18 U.S.C. § 1343 and money laundering in violation of 18 U.S.C. § 1957.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with Pretrial Services, the United States Probation Office, and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant lacks the ability to pay and prior to sentencing submits a completed financial statement on a form to be provided by the USAO.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 d. Recommend that defendant be sentenced to a term of
4 imprisonment no higher than the low end of the applicable Sentencing
5 Guidelines range, provided that the offense level used by the Court
6 to determine that range is 23 or higher (or 21 or higher if
7 prospective Guideline § 4C1.1 for zero-point offenders is
8 applicable), and provided that the Court does not depart downward in
9 offense level or criminal history category. For purposes of this
10 agreement, the low end of the Sentencing Guidelines range is that
11 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

NATURE OF THE OFFENSES

13 4. Defendant understands that for defendant to be guilty of
14 the crime charged in count one, that is, wire fraud, in violation of
15 Title 18, United States Code, Section 1343, the following must be
16 true: (1) defendant knowingly participated in, devised, or intended
17 to devise a scheme or plan to defraud, or a scheme or plan for
18 obtaining money or property by means of false or fraudulent
19 pretenses, representations, or promises; (2) the statements made or
20 facts omitted as part of the scheme were material; that is, they had
21 a natural tendency to influence, or were capable of influencing, a
22 person to part with money or property; (3) defendant acted with the
23 intent to defraud; that is, the intent to deceive and cheat; and
24 (4) defendant used, or caused to be used, a wire communication to
25 carry out or attempt to carry out an essential part of the scheme.

26 5. Defendant understands that for defendant to be guilty of
27 the crime charged in count two, that is, money laundering, in
28 violation of 18 U.S.C. § 1957, the following must be true:

1 (1) defendant knowingly engaged or attempted to engage in a monetary
2 transaction; (2) defendant knew the transaction involved criminally
3 derived property; (3) the property had a value greater than \$10,000;
4 (4) the property was, in fact, derived from wire fraud; and (5) the
5 transaction occurred in the United States.

6 PENALTIES AND RESTITUTION

7 6. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of Title 18, United States
9 Code, Section 1343, is: 20 years' imprisonment; a 3-year period of
10 supervised release; a fine of \$250,000 or twice the gross gain or
11 gross loss resulting from the offense, whichever is greatest; and a
12 mandatory special assessment of \$100.

13 7. Defendant understands that the statutory maximum sentence
14 that the Court can impose for a violation of Title 18, United States
15 Code, Section 1957, is: 10 years' imprisonment; a 3-year period of
16 supervised release; a fine of \$250,000 or twice the gross gain or
17 gross loss resulting from the offense, whichever is greatest; and a
18 mandatory special assessment of \$100.

19 8. Defendant understands, therefore, that the total maximum
20 sentence for all offenses to which defendant is pleading guilty is:
21 30 years' imprisonment; a 3-year period of supervised release; a fine
22 of \$500,000 or twice the gross gain or gross loss resulting from the
23 offenses, whichever is greatest; and a mandatory special assessment
24 of \$200.

25 9. Defendant understands that supervised release is a period
26 of time following imprisonment during which defendant will be subject
27 to various restrictions and requirements. Defendant understands that
28 if defendant violates one or more of the conditions of any supervised

1 release imposed, defendant may be returned to prison for all or part
2 of the term of supervised release authorized by statute for the
3 offenses that resulted in the term of supervised release, which could
4 result in defendant serving a total term of imprisonment greater than
5 the statutory maximum stated above.

6 10. Defendant understands that defendant will be required to
7 pay full restitution to the victims of the offenses to which
8 defendant is pleading guilty. Defendant agrees that, in return for
9 the USAO's compliance with its obligations under this agreement, the
10 Court may order restitution to persons other than the victims of the
11 offenses to which defendant is pleading guilty and in amounts greater
12 than those alleged in the count to which defendant is pleading
13 guilty. In particular, defendant agrees that the Court may order
14 restitution to any victim of any of the following for any losses
15 suffered by that victim as a result any relevant conduct, as defined
16 in U.S.S.G. § 1B1.3, in connection with the offenses to which
17 defendant is pleading guilty. The parties currently believe that the
18 applicable amount of restitution is approximately \$8,785,045, but
19 recognize and agree that this amount could change based on facts that
20 come to the attention of the parties prior to sentencing.

21 11. Defendant understands that, by pleading guilty, defendant
22 may be giving up valuable government benefits and valuable civic
23 rights, such as the right to vote, the right to possess a firearm,
24 the right to hold office, and the right to serve on a jury.
25 Defendant understands that once the court accepts defendant's guilty
26 plea, it will be a federal felony for defendant to possess a firearm
27 or ammunition. Defendant understands that the convictions in this
28 case may also subject defendant to various other collateral

1 consequences, including but not limited to revocation of probation,
2 parole, or supervised release in another case and suspension or
3 revocation of a professional license. Defendant understands that
4 unanticipated collateral consequences will not serve as grounds to
5 withdraw defendant's guilty plea.

6 12. Defendant understands that, if defendant is not a United
7 States citizen, the felony convictions in this case may subject
8 defendant to: removal, also known as deportation, which may, under
9 some circumstances, be mandatory; denial of citizenship; and denial
10 of admission to the United States in the future. The court cannot,
11 and defendant's attorney also may not be able to, advise defendant
12 fully regarding the immigration consequences of the felony
13 convictions in this case. Defendant understands that unexpected
14 immigration consequences will not serve as grounds to withdraw
15 defendant's guilty plea.

FACTUAL BASIS

17 13. Defendant admits that defendant is, in fact, guilty of the
18 offenses to which defendant is agreeing to plead guilty. Defendant
19 and the USAO agree to the statement of facts provided below and agree
20 that this statement of facts is sufficient to support a plea of
21 guilty to the charge described in this agreement and to establish the
22 Sentencing Guidelines factors set forth in paragraph 15 below but is
23 not meant to be a complete recitation of all facts relevant to the
24 underlying criminal conduct or all facts known to either party that
25 relate to that conduct.

26 Defendant, an attorney licensed to practice law in California,
27 operated King Family Lending LLC ("King Lending") in Newport Beach,
28 California.

1 King Lending purportedly provided short-term, high-interest
2 loans to celebrities, professional athletes, and other high-net-worth
3 individuals secured by the borrower's own assets, including designer
4 handbags, watches, luxury automobiles, yachts, and earnings from
5 guaranteed professional sports contracts (collectively the "loans").

6 Beginning in or around January 2022 and continuing until at
7 least in or around January 11, 2023, in Orange County, within the
8 Central District of California, and elsewhere, defendant, knowingly
9 and with intent to defraud, devised, participated in, and executed a
10 scheme to obtain money and property from investors of King Lending by
11 means of material false and fraudulent pretenses, representations,
12 and promises, and the concealment of material facts.

13 Defendant, through King Lending, recruited investors to
14 purportedly fund the business's loans. Defendant told investors that
15 their investments were secured by the same collateral as the loans.
16 Defendant promised that she would retain possession of the collateral
17 and that, in the event a borrower defaulted, defendant would sell the
18 collateral to pay the investor in full.

19 Defendant was to keep a percentage of the interest earned from
20 the loans for herself and was to pass along a percentage of the
21 interest to the investor, along with the investor's initial
22 investment.

23 In reality, during this time period, defendant never initiated
24 or funded any loan. Instead of using the investor funds for loans,
25 defendant used the funds to gamble at Las Vegas casinos and support
26 her lavish lifestyle.

27 Based on the fraudulent scheme above, defendant caused five
28 investors to lose more than \$8 million.

In furtherance of the scheme, on or about August 4, 2022, defendant caused the transmission of \$99,980 from investor L.R. through the Clearing House Interbank Payments System to King Lending's JP Morgan bank account located in Newport Beach, California to fund a purported loan.

In addition, on or about June 27, 2022, defendant knowingly engaged in a monetary transaction of a value greater than \$10,000, involving funds that she knew to be criminally derived property, and which property, in fact, was derived from specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, specifically, a \$132,156.09 withdrawal from King Lending's JP Morgan bank account to purchase a Porsche Taycan.

SENTENCING FACTORS

14. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

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1 15. Defendant and the USAO agree to the following applicable
2 Sentencing Guidelines factors:

3 Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
4 Loss > \$3,500,000:	+18	U.S.S.G. § 2B1.1(b)(1)(J)
5 Money Laundering:	+1	U.S.S.G. § 2S1.1(b)(2)(A)
6 Acceptance of Responsibility	-3	U.S.S.G. § 3E1.1(a) & (b)
7 Total Offense Level:	23	

8 16. The USAO will agree to a two-level downward adjustment for
9 acceptance of responsibility (and, if applicable, move for an
10 additional one-level downward adjustment under U.S.S.G. § 3E1.1(b))
11 only if the conditions set forth in paragraph 2 are met and if
12 defendant has not committed, and refrains from committing, acts
13 constituting obstruction of justice within the meaning of U.S.S.G.
14 § 3C1.1, as discussed below. Subject to paragraph 29 below,
15 defendant and the USAO agree not to seek, argue, or suggest in any
16 way, either orally or in writing, that any other specific offense
17 characteristics, adjustments, or departures relating to the offense
18 level be imposed. Defendant agrees, however, that if, after signing
19 this agreement but prior to sentencing, defendant were to commit an
20 act, or the USAO were to discover a previously undiscovered act
21 committed by defendant prior to signing this agreement, which act, in
22 the judgment of the USAO, constituted obstruction of justice within
23 the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the
24 enhancement set forth in that section and to argue that defendant is
25 not entitled to a downward adjustment for acceptance of
26 responsibility under U.S.S.G. § 3E1.1. Notwithstanding the
27 foregoing, defendant reserves the right to argue for a two-level
28 downward adjustment pursuant to a pending amendment to the Sentencing

1 Guidelines adding Section 4C1.1 (pertaining to certain offenders with
2 no criminal history points), if the amendment is effective at the
3 time of sentencing. Defendant understands that the USPO and the
4 Court may not apply such an adjustment. Defendant further agrees
5 that this or any other pending amendment to the Sentencing Guidelines
6 will not serve as grounds to withdraw defendant's guilty plea, such
7 as in the event of any unanticipated change to the availability of an
8 amendment or the Court's decision on whether to impose such an
9 adjustment.

10 17. Defendant understands that there is no agreement as to
11 defendant's criminal history or criminal history category.

12 18. Defendant and the USAO reserve the right to argue for a
13 sentence outside the sentencing range established by the Sentencing
14 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
15 (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

17 19. Defendant understands that by pleading guilty, defendant
18 gives up the following rights:

- 19 a. The right to persist in a plea of not guilty.

20 b. The right to a speedy and public trial by jury.

21 c. The right to be represented by counsel - and if

22 necessary have the court appoint counsel - at trial. Defendant

23 understands, however, that, defendant retains the right to be

24 represented by counsel - and if necessary have the court appoint

25 counsel - at every other stage of the proceeding.

26 d. The right to be presumed innocent and to have the

27 burden of proof placed on the government to prove defendant guilty

28 beyond a reasonable doubt.

1 e. The right to confront and cross-examine witnesses
2 against defendant.

3 f. The right to testify and to present evidence in
4 opposition to the charges, including the right to compel the
5 attendance of witnesses to testify.

6 g. The right not to be compelled to testify, and, if
7 defendant chose not to testify or present evidence, to have that
8 choice not be used against defendant.

9 h. Any and all rights to pursue any affirmative defenses,
10 Fourth Amendment or Fifth Amendment claims, and other pretrial
11 motions that have been filed or could be filed.

12 WAIVER OF APPEAL OF CONVICTIONS

13 20. Defendant understands that, with the exception of an appeal
14 based on a claim that defendant's guilty pleas are involuntary, by
15 pleading guilty defendant is waiving and giving up any right to
16 appeal defendant's conviction on the offenses to which defendant is
17 pleading guilty. Defendant understands that this waiver includes,
18 but is not limited to, arguments that the statutes to which defendant
19 is pleading guilty are unconstitutional, and any and all claims that
20 the statement of facts provided herein is insufficient to support
21 defendant's plea of guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 21. Defendant agrees that, provided the Court imposes a term of
24 imprisonment within or below the range corresponding to an offense
25 level of 23 (or 21 if prospective Guideline § 4C1.1 for zero-point
26 offenders is applicable) and the criminal history category calculated
27 by the Court, defendant gives up the right to appeal all of the
28 following: (a) the procedures and calculations used to determine and

1 impose any portion of the sentence; (b) the term of imprisonment
2 imposed by the Court with the exception of the Court's determination
3 of the criminal history category; (c) the fine imposed by the Court,
4 provided it is within the statutory maximum; (d) to the extent
5 permitted by law, the constitutionality or legality of defendant's
6 sentence, provided it is within the statutory maximum; (e) the amount
7 and terms of any restitution order, provided it requires payment of
8 no more than \$8,785,045; (f) the term of probation or supervised
9 release imposed by the Court, provided it is within the statutory
10 maximum; and (g) any of the following conditions of probation or
11 supervised release imposed by the Court: the conditions set forth in
12 Second Amended General Order 20-04 of this Court; the drug testing
13 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
14 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

15 22. The USAO agrees that, provided all portions of the sentence
16 are at or below the statutory maximum specified above, the USAO gives
17 up its right to appeal any portion of the sentence, with the
18 exception that the USAO reserves the right to appeal the amount of
19 restitution ordered if that amount is less than \$8,785,045.

RESULT OF WITHDRAWAL OF GUILTY PLEA

21 23. Defendant agrees that if, after entering a guilty plea
22 pursuant to this agreement, defendant seeks to withdraw and succeeds
23 in withdrawing defendant's guilty plea on any basis other than a
24 claim and finding that entry into this plea agreement was
25 involuntary, then (a) the USAO will be relieved of all of its
26 obligations under this agreement; and (b) should the USAO choose to
27 pursue any charge that was not filed as a result of this agreement,
28 then (i) any applicable statute of limitations will be tolled between

1 the date of defendant's signing of this agreement and the filing
2 commencing any such action; and (ii) defendant waives and gives up
3 all defenses based on the statute of limitations, any claim of pre-
4 indictment delay, or any speedy trial claim with respect to any such
5 action, except to the extent that such defenses existed as of the
6 date of defendant's signing this agreement.

7 24. Defendant also gives up any right to bring a postconviction
8 collateral attack on the convictions or sentence, including any order
9 of restitution, except a post-conviction collateral attack based on a
10 claim of ineffective assistance of counsel or an explicitly
11 retroactive change in the applicable Sentencing Guidelines,
12 sentencing statutes, or statutes of conviction. Defendant
13 understands that this waiver includes, but is not limited to,
14 arguments that the statute to which defendant is pleading guilty is
15 unconstitutional, that newly discovered evidence purportedly supports
16 defendant's innocence, and any and all claims that the statement of
17 facts provided herein is insufficient to support defendant's plea of
18 guilty.

EFFECTIVE DATE OF AGREEMENT

20 25. This agreement is effective upon signature and execution of
21 all required certifications by defendant, defendant's counsel, and an
22 Assistant United States Attorney.

BREACH OF AGREEMENT

24 26. Defendant agrees that if defendant, at any time after the
25 signature of this agreement and execution of all required
26 certifications by defendant, defendant's counsel, and an Assistant
27 United States Attorney, knowingly violates or fails to perform any of
28 defendant's obligations under this agreement ("a breach"), the USAO

1 may declare this agreement breached. All of defendant's obligations
2 are material, a single breach of this agreement is sufficient for the
3 USAO to declare a breach, and defendant shall not be deemed to have
4 cured a breach without the express agreement of the USAO in writing.
5 If the USAO declares this agreement breached, and the Court finds
6 such a breach to have occurred, then: (a) if defendant has previously
7 entered a guilty plea pursuant to this agreement, defendant will not
8 be able to withdraw the guilty plea and (b) the USAO will be relieved
9 of all its obligations under this agreement.

10 27. Following the Court's finding of a knowing breach of this
11 agreement by defendant, should the USAO choose to pursue any charge
12 that was not filed as a result of this agreement, then:

13 a. Defendant agrees that any applicable statute of
14 limitations is tolled between the date of defendant's signing of this
15 agreement and the filing commencing any such action.

16 b. Defendant waives and gives up all defenses based on
17 the statute of limitations, any claim of pre-indictment delay, or any
18 speedy trial claim with respect to any such action, except to the
19 extent that such defenses existed as of the date of defendant's
20 signing this agreement.

21 c. Defendant agrees that: (i) any statements made by
22 defendant, under oath, at the guilty plea hearing (if such a hearing
23 occurred prior to the breach); (ii) the agreed to factual basis
24 statement in this agreement; and (iii) any evidence derived from such
25 statements, shall be admissible against defendant in any such action
against defendant, and defendant waives and gives up any claim under
the United States Constitution, any statute, Rule 410 of the Federal
Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal

1 Procedure, or any other federal rule, that the statements or any
2 evidence derived from the statements should be suppressed or are
3 inadmissible.

4 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

5 OFFICE NOT PARTIES

6 28. Defendant understands that the Court and the United States
7 Probation and Pretrial Services Office are not parties to this
8 agreement and need not accept any of the USAO's sentencing
9 recommendations or the parties' agreements to facts or sentencing
10 factors.

11 29. Defendant understands that both defendant and the USAO are
12 free to: (a) supplement the facts by supplying relevant information
13 to the United States Probation and Pretrial Services Office and the
14 Court, (b) correct any and all factual misstatements relating to the
15 Court's Sentencing Guidelines calculations and determination of
16 sentence, and (c) argue on appeal and collateral review that the
17 Court's Sentencing Guidelines calculations and the sentence it
18 chooses to impose are not error, although each party agrees to
19 maintain its view that the calculations in paragraph 15 are
20 consistent with the facts of this case. While this paragraph permits
21 both the USAO and defendant to submit full and complete factual
22 information to the United States Probation and Pretrial Services
23 Office and the Court, even if that factual information may be viewed
24 as inconsistent with the facts agreed to in this agreement, this
25 paragraph does not affect defendant's and the USAO's obligations not
26 to contest the facts agreed to in this agreement.

27 30. Defendant understands that even if the Court ignores any
28 sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed to, and/or imposes any sentence up to the
2 maximum established by statute, defendant cannot, for that reason,
3 withdraw defendant's guilty plea, and defendant will remain bound to
4 fulfill all defendant's obligations under this agreement. Defendant
5 understands that no one -- not the prosecutor, defendant's attorney,
6 or the Court -- can make a binding prediction or promise regarding
7 the sentence defendant will receive, except that it will be within
8 the statutory maximum.

NO ADDITIONAL AGREEMENTS

10 31. Defendant understands that, except as set forth herein,
11 there are no promises, understandings, or agreements between the USAO
12 and defendant or defendant's attorney, and that no additional
13 promise, understanding, or agreement may be entered into unless in a
14 writing signed by all parties or on the record in court.

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1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2 32. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 CENTRAL DISTRICT OF CALIFORNIA

8 E. MARTIN ESTRADA
9 United States Attorney

10 

11 6/12/2023

12 Date

13 JENNIFER L. WAIER
14 Assistant United States Attorney

15 
16 SARA JACQUELINE KING
17 Defendant

18 6/12/23

19 Date

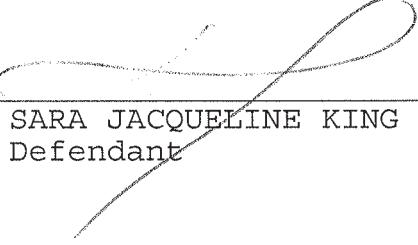
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21 SAMUEL CROSS
22 Deputy Federal Public Defender
23 Attorney for Defendant
24 SARA JACQUELINE KING

25 6/12/23

26 Date

1 CERTIFICATION OF DEFENDANT

2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charges and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.

19 
20 SARA JACQUELINE KING
Defendant

21 6/9/23
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Sara Jacqueline King's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.

SAMUEL CROSS
Attorney for Defendant
SARA JACQUELINE KING

6/9/23

Date